

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

DAWN (VOHS) SHACKELTON,

PLAINTIFF

VS.

NO. 06-01-0157 PL

MICHAEL JOHN SHACKELTON,

DEFENDANT

JUDGMENT FOR DIVORCE

This day this cause came on to be heard upon the Complaint, service of process and proof taken in open court; and it appearing to the court that although served with a summons on or about March 1, 2006 no answer or responsive pleading of any kind has been filed; and it further appearing to the court the allegations of the Complaint are true and correct; and that the Plaintiff is entitled to a divorce and other relief as prayed for in the said Complaint upon the grounds of habitual cruel and inhuman treatment.

It is therefore hereby ordered, adjudged and decreed as follows, to-wit:

1. That the Plaintiff, DAWN (VOHS) SHACKELTON, be and is hereby granted an absolute divorce from the Defendant, MICHAEL JOHN SHACKELTON, and that the bonds of matrimony between the Plaintiff and Defendant be and are hereby dissolved and hereafter held for naught; that each of said parties be and is hereby restored to all the rights of a single person and that the Plaintiff pay all costs accruing herein, for which let execution issue.

2. That the Plaintiff is granted paramount care, custody and control of the three minor children, namely, JACOB MICHAEL SHACKELTON, a male child, born August 30,

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W E DAVIS, CLERK

Leigh Ann Rutherford

1990, 15 years of age, MATTHEW ALVIN SHACKELTON, a male child, born January 26, 1993, 13 years of age, ZACHARY JOHN SHACKELTON, a male child, born September 1, 1994, 11 years of age. The Defendant is granted temporary reasonable rights of visitation. that neither party will consume illegal substances in the presence of the minor children nor allow other people in their household to consume illegal substances in the presence of the minor children.

3. That the Plaintiff shall provide health insurance for the minor children on a temporary basis and the Defendant shall reimburse her the cost of the same. Any medical, dental, optical, pharmaceutical, psychological, psychiatric, etc. expenses not covered by the health insurance shall be divided equally by the parties.

4. That title to the marital home is vested in the Plaintiff and she shall assume and pay all mortgage indebtedness on the home and hold the Defendant harmless of the same, as hereinafter described:

Lot 102, Section B, 1st Addition, Magnolia Gardens Subdivision, In Section 34, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi, and more particularly described in Plat Book 43, Page 5 in the records of the Chancery Clerk of DeSoto County, Mississippi, and whose address is 6577 Kimberly Drive, Olive Branch, Mississippi 38654.

5. Any retirement funds, stocks or investments that each may have in his or her separate name is vested in that respective party in whose name title rests.

6. The Plaintiff is granted the use and possession of the 1999 Toyota Camry and the Defendant is granted the 1972 Buick Skylark and the 2000 Ford F150. The F150 has been repossessed and the Defendant elected to let the vehicle be sold. Both parties are responsible only for the vehicle(s) granted to each by this Court.

7. The parties have divided their personal property. The Plaintiff shall receive all

contents of the marital home, the lawn equipment and the pool equipment and any other property in the marital home that has not been removed by the Defendant.

8. That both parties will share in the college expenses of the minor children.

9. Pursuant to Rule 8.06, Uniform Chancery Court Rules, each party shall keep the other informed of his/her full address, including state, city, street, house number and telephone number unless excused in writing by the Court. Within five (5) days of a party hereto changing his/her address, he/she shall, so long as the child or children remain minors, notify in writing the Clerk of the Court of his/her full new address and shall furnish the other party a copy of such notice. The notice shall include the Court file number. Willful failure to comply with this rule may be treated as a contempt. Failure to file with the Clerk the notice required by this provision shall create a rebuttable presumption that written notice was not given to the other party.

10. It is further ordered, adjudged and decreed that all things being completed as required of counsel herein that counsel of record are released from further obligation in this matter.

11. For the collection of all amounts and the accomplishment of all things ordered to be paid and done herein, let execution and all other appropriate process issue.

Ordered, adjudged and decreed this the 11th day of April 2006.

Presented by:

Leigh A. Rutherford
LEIGH A. RUTHERFORD, Attorney for the Plaintiff

April H. L.A.

